

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is deemed effective as of the _____ day of _____, 20____ (the "Effective Date"), by and between **MOTHER'S TOUCH, INC.**, a Kansas corporation ("MTI"), and _____, a _____ ("_____"). MTI and _____ each are a "Party" and together they are the "Parties."

WHEREAS, the Parties each have previously provided and desire to obtain additional Evaluation Materials (as defined below) from the other Party for use in evaluating a possible transaction (a "Transaction"); and

WHEREAS, in connection with the evaluation of a Transaction, either Party (a "Disclosing Party") has made and may make available to the other Party (a "Receiving Party") such Evaluation Materials, as defined below, on the condition that the Parties enter into this Agreement and receive and treat such Evaluation Materials in accordance with and subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Evaluation Materials. The term "Evaluation Materials" includes all information, in whatever form or format and however it may be embodied, concerning the Disclosing Party that either have been or are hereafter furnished, made available, or otherwise disclosed to a Receiving Party by or on behalf of the Disclosing Party, orally or in writing, and whether or not such Evaluation Materials in whole or in part are protectable trade secrets independent from this Agreement; and includes business plans, financial information, personal health information, product information, PowerPoint presentations, software, contracts, agreements, understandings, notes, analyses, compilations, studies or other documents or materials, whether prepared by any Party or others, which contain or reflect all or any portion of such materials. Notwithstanding any other provision of this Agreement, Evaluation Materials does not include information that (i) is or in the future becomes generally available to the public, or entered, or in the future enters the public domain, other than as a result of a disclosure by a Receiving Party or its employees; directors; officers; managers; general partners; limited partners; trustees; affiliates; legal, financial and technical advisors; agents or representatives (collectively, its "Representatives") in violation of the provisions of this Agreement, (ii) becomes available to a Receiving Party on a non-confidential basis from an independent source without breach of any confidentiality obligations, or (iii) is developed by a Receiving Party without breach of this Agreement or any other confidentiality obligations to the Disclosing Party.

2. Covenant of Confidentiality. Each Receiving Party covenants and agrees to keep confidential the Disclosing Party's Evaluation Materials and further covenants and agrees not to disclose or otherwise convey any portion of the Disclosing Party's Evaluation Materials either within or outside of its organization except to those of such Receiving Party's Representatives (including Representatives of its affiliates) who need to know such information in connection with the

evaluation of a Transaction and who agree to be bound by the terms hereof (it being understood and agreed that each Receiving Party shall inform its Representatives of the confidential nature of such information and that each such Representative shall be supplied with a copy hereof and shall be directed to treat such information confidentially and return all Evaluation Materials to the Disclosing Party upon the request of the Disclosing Party). Each Receiving Party further covenants and agrees that the terms and conditions of this Agreement shall apply to all persons who receive from it, directly or indirectly, the Disclosing Party's Evaluation Materials, and that such Receiving Party shall be held legally responsible for any and every breach of this Agreement or unauthorized disclosure or use of Evaluation Materials by any of such persons. The term "person" as used in this Agreement shall include, without limitation, any corporation, association, company, partnership, limited partnership, general partnership, limited liability company, trust, limited liability partnership, professional limited liability partnership, professional limited liability company, joint venture, other entity or individual.

3. Limitation on Contacts. At no time shall either Party contact any directors, officers, stockholders, managers, members, general partners, trustees, beneficiaries or employees of the other Party in connection with the possible Transaction other than the directors, officers, stockholders, managers, members, general partners, trustees, beneficiaries and employees designated by such designating Party for that purpose.

4. Limited Use. Each Receiving Party covenants and agrees to use the Disclosing Party's Evaluation Materials solely in connection with the evaluation of the possible Transaction and not to use the Evaluation Materials directly or indirectly for any other purpose.

5. Return of Materials. Each Receiving Party will, upon the written request of a Disclosing Party, redeliver to such Disclosing Party or destroy the Disclosing Party's Evaluation Materials and all notes, discs, tapes and other writings and materials prepared by or on behalf of the Receiving Party or the Receiving Party's Representatives based on the Evaluation Materials, within ten (10) days; however, each Receiving Party is permitted to retain a copy of the Evaluation Materials in order to demonstrate compliance with the terms of this Agreement. Each Receiving Party is not required to destroy any electronic formatted versions of the Confidential Materials.

6. Confidentiality. Other than as required by federal or state securities laws, neither Party shall, without the other Party's prior written consent (which may be withheld in the other Party's sole discretion), disclose to any person other than its and its affiliates' Representatives (it being understood and agreed by each Party that such Representatives shall be informed by the Party whose Representative they are of the confidential nature of such disclosure, shall be supplied with a copy hereof, and shall be directed to treat such disclosure confidentially) the existence, status, terms or conditions of the possible Transaction, the fact that the Parties are discussing, negotiating and/or considering the possible Transaction or the fact that the Parties are reviewing Evaluation Materials. The Parties agree to keep confidential the terms of this Agreement and the existence of this Agreement.

7. **Permitted Disclosures.** Notwithstanding the foregoing provisions of this Agreement, if any court, governmental agency or regulatory body having or claiming to have authority to regulate or oversee any aspect of any of a Party's business, in connection with the exercise of such authority or claimed authority, formally demands or is otherwise legally required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand, or similar legal process) that each Receiving Party disclose any information contained in the Evaluation Materials, each Receiving Party may, in the absence of a protective order, disclose such information to the extent that each Receiving Party is advised in writing that it must do so by its legal counsel; provided, however, that each Receiving Party shall, unless restrained by court order, furnish the Disclosing Party with prompt notice of such requests or demands, identifying in reasonable detail the documents and other information required thereby, as far in advance of such disclosure as reasonably practicable in order that the Disclosing Party may seek an appropriate protective order, and each Receiving Party shall cooperate fully with the Disclosing Party, at the Disclosing Party's cost and expense, should the Disclosing Party seek such an order.

8. **No Representations Regarding Materials.** Each Party acknowledges and agrees that the other Party does not make any representation or warranty as to the accuracy or completeness of such other Party's Evaluation Materials, unless such materials contain intentionally false or misleading statements.

9. **Equitable Remedies.** It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by any Party, and that such non-breaching Party may request specific performance and injunctive or other equitable relief as a remedy for any such breach by the other Party, without the necessity of posting bond. Such remedies shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies that may be available at law or in equity.

10. **Additional Provisions.** The above recitals are hereby incorporated into this Agreement. This Agreement shall not be construed as a legally binding obligation of any of the Parties to consummate the possible Transaction. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement shall bind the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties hereto. Neither Party shall assign this Agreement without the prior written consent of the other Party. This Agreement may only be amended or modified in writing signed by the Parties with respect to any of the terms contained herein. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures, electronically transmitted signatures and .pdf captured signatures of the Parties hereto shall be binding. The headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any legal action

brought to enforce or construe this Agreement shall be brought in the courts located in Sedgwick County, Kansas, and the Parties hereby agree to the jurisdiction of such courts and agree that they will not invoke the doctrine of *forum non conveniens* or other similar defenses. The obligations, covenants, agreements, representations, warranties and indemnifications included or provided for herein shall perpetually survive the date of this Agreement.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties deem this Confidentiality Agreement to be effective as of the date first set forth above.

MOTHER'S TOUCH, INC.

By: _____

Name: _____

Title: _____

"MTI"

_____.

By: _____

Name: _____

Title: _____

" _____ "